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*Attorneys for Debtors and Reorganized Debtors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case, No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**DECLARATION OF RENEE RECORDS IN  
SUPPORT OF REORGANIZED DEBTORS'  
FORTIETH THROUGH FORTY-THIRD  
OMNIBUS OBJECTIONS TO CLAIMS (NO  
LIABILITY / PASSTHROUGH CLAIMS)**

**Response Deadline:  
December 1, 2020, 4:00 p.m. (PT)**

**Hearing Information If Timely Response Made:**

Date: December 15, 2020

Time: 10:00 a.m. (Pacific Time)

Place: (Telephonic Appearances Only)

United States Bankruptcy Court

Courtroom 17, 16th Floor

San Francisco, CA 94102

1 I, Renee Records, pursuant to section 1746 of title 28 of the United States Code, hereby declare  
2 under penalty of perjury that the following is true and correct to the best of my knowledge, information,  
3 and belief:

4 1. I am the Claims Manager at Pacific Gas and Electric Company (the “Utility” or “PG&E,”  
5 and, with PG&E Corporation, the “Debtors,” or, as reorganized pursuant to the Plan, the “Reorganized  
6 Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). I submit this Declaration  
7 in support of the Reorganized Debtors’ Fortieth through Forty-Third Omnibus Objections to Claims (No  
8 Liability / Passthrough Claims) (together, the “Omnibus Objections”),<sup>1</sup> filed contemporaneously  
9 herewith.

10 2. As part of my job duties, I manage, administer, and monitor third-party claims,  
11 investigations, and incidents for final determination of property damage, bodily injury, and business  
12 interruption. I oversee department caseload to ensure integrity and regulatory compliance. I develop and  
13 present key analysis and reporting to enterprise officers, operations managers and clients regarding third-  
14 party incidents.

15 3. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon  
16 my personal knowledge, the knowledge of other PG&E personnel working under and alongside me on  
17 this matter, my discussions with the Reorganized Debtors’ various other advisors and counsel, and my  
18 review of relevant documents and information. If called upon to testify, I would testify competently to  
19 the facts set forth in this Declaration. I am authorized to submit this declaration on behalf of the  
20 Reorganized Debtors.

21 4. The No Liability / Passthrough Claims are identified on Exhibit 1 to each Omnibus  
22 Objection, in the columns headed “Claims To Be Disallowed and Expunged.” Exhibit 1 also specifically  
23 identifies in the “Basis for Objection” that the No Liability / Passthrough Claims are classified as one of  
24 the following:

25 a. Damage Not Caused by PG&E. These are Proofs of Claim where the Reorganized  
26 Debtors, after reviewing their books and records and any information submitted in connection with the

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in  
the Omnibus Objections.

1 Proofs of Claim, have determined that the harm or damage described in the Proof of Claim was not  
2 caused by the Debtors. Accordingly, the Reorganized Debtors have determined they are not liable for  
3 these amounts and the corresponding Proofs of Claim should be expunged.

4 b. No Liability Claims. These Proofs of Claims provide no supporting documentation to  
5 enable the Reorganized Debtors to understand the purported basis for liability and, after reviewing their  
6 books and records, the Reorganized Debtors are unable to determine any liability or basis for the asserted  
7 Claims. In all cases, the Reorganized Debtors' Third-Party Claims Team contacted the Claimant either  
8 by telephone or in writing for more information, and did not receive a response.

9 c. Post-Petition Claims. These Proofs of Claim assert Claims for amounts that arose after  
10 the Petition Date and, thus, do not represent prepetition liabilities of the Debtors subject to payment  
11 through the chapter 11 claims process. Pursuant to Section 2.1 of the Plan, any Allowed Administrative  
12 Expense Claim that is not due and payable prior to the Effective Date, shall be paid by the Debtors or  
13 the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice  
14 and in accordance with the terms and subject to the conditions of any orders or agreements governing,  
15 instruments evidencing, or other documents establishing, such liabilities. Accordingly, there is nothing  
16 for this Court to resolve with respect to any such Claims and any Proofs of Claim filed on account of  
17 such Claims should be expunged and the surviving claims may be asserted and resolved in the ordinary  
18 course of business.

19 d. Rule 14 Claims. Certain of the Proofs of Claim assert amounts for food losses, business  
20 losses, or wage losses. Pursuant to Pacific Gas and Electric Company Tariff Electric Rule 14 ("**Rule**  
21 **14**"), approved by the California Public Utilities Commission, PG&E is required to exercise "reasonable  
22 diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the  
23 customer, but does not guarantee continuity or sufficiency of supply." Rule 14 goes on to provide that  
24 "PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage  
25 of any kind of character occasioned thereby, if same is caused by inevitable accident, act of God, fire,  
26 strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence."  
27 Accordingly, the Rule 14 Claims assert amounts for which the Debtors are not liable and the  
28 corresponding Proofs of Claim should be disallowed and expunged.

1 A significant subset of the Rule 14 Claims assert Claims for food losses, business losses, or wage  
2 losses arising out of or relating to the Public Safety Power Shutoff (“PSPS”) program, which aims to  
3 reduce wildfire risks. The PSPS program, which began in 2018, involves proactive power shutoffs  
4 during extreme weather events (e.g., strong winds, very low humidity levels, critically dry vegetation,  
5 and other on-the-ground, real-time observations from field crews). In preparation for this safety  
6 measure, the Utility contacts customers directly and provides early warning notification, when and where  
7 possible, via automated calls, texts and emails. Under Rule 14, the Debtors are not liable for any losses  
8 arising out of PSPS-related outages. Accordingly, the PSPS Claims assert amounts for which the  
9 Debtors are not liable and the corresponding Proofs of Claim should be disallowed and expunged.

10 The CPUC requires that all Claims be treated equally. Accordingly, the Reorganized Debtors  
11 are not permitted to pay any Rule 14 Claims without being required to pay *all* Rule 14 Claims. The same  
12 is true for the Rule 16 Claims and Rule 2 Claims described below.

13 e. Rule 16 Claims. Certain of the Proofs of Claim assert amounts for removal/trimming of  
14 trees, overgrown vegetation impeding access to the Debtors’ facilities, and/or the consequences of  
15 opening locked gates. Pursuant to Pacific Gas and Electric Company Tariff Electric Rule 16 (“**Rule**  
16 **16**”), PG&E shall “at all times have the right to enter and leave Applicant's Premises for any purpose  
17 connected with the furnishing of electric service (meter reading, inspection, testing, routine repairs,  
18 replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and  
19 all rights secured to it by law, or under PG&E’s tariff schedules.” Accordingly, the Rule 16 Claims  
20 assert amounts for which the Debtors are not liable and the corresponding Proofs of Claim should be  
21 disallowed and expunged.

22 f. Rule 2 Claims. Pacific Gas and Electric Company Tariff Electric Rule 2 (“**Rule 2**”) sets  
23 forth the general contours of the voltage provided to consumers. Rule 2(C)(1)(b) provides that voltage  
24 may be outside the limits specified when the variations (i) arise from the temporary action of the  
25 elements; (ii) are infrequent momentary fluctuations of a short duration; (iii) arise from service  
26 interruptions; (iv) arise from temporary separation of parts of the system from the main system; or (v)  
27 are from causes beyond the control of the Utility. Rule 2(E) states that customers are responsible for  
28 furnishing, installing, inspecting, and keeping in good and safe condition, at their own risk and expense,

1 all protective devices required to protect customers' property. Rule 2(E) further provides that "PG&E  
2 shall not be responsible for any loss or damage occasioned or caused by the negligence, or wrongful act  
3 of the applicant or of any of his agents, employees or licensees in omitting, installing, maintaining, using,  
4 operating or interfering with any such protective devices." Certain of the Proof of Claim assert amounts  
5 for damages caused to electronics, appliances, pumps, and HVAC, which under Rule 2, the Debtors are  
6 not liable and the corresponding Proofs of Claim should be disallowed and expunged.

7 g. Statute of Limitations Passed. Certain of the Proofs of Claim assert Claims for which  
8 California's three-year statute of limitations with respect to property damage (*see* Cal. Code Civ. P. §  
9 338(c)(1)) expired before the Petition Date. Accordingly, the Debtors are not liable for such Claims and  
10 the corresponding Proofs of Claim should be disallowed and expunged.

11 5. If not disallowed and expunged, the No Liability / Passthrough Claims potentially could  
12 allow the applicable Claimants to receive recoveries to which they are not entitled.

13 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and  
14 correct to the best of my knowledge, information, and belief. Executed this fifth day of November ,  
15 2020, in San Ramon, California.

16 /s/ Renee Records  
17 Renee Records  
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